

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

TAUREAN PROCH, 17445,

Plaintiffs,

v.

Case No. 22-cv-12141

Hon. Laurie J. Michelson

Mag. Judge: Patricia T. Morris

MAT KING et al.,

Defendants.

**NOTICE OF WITHDRAWAL OF SECURUS' MOTION TO DISMISS
AND TO ENFORCE ARBITRATION**

In light of the individual nature of Plaintiff's claims, and the significant resources required to litigate the issue of arbitrability through discovery, additional motion practice, and a potential hearing, Securus Technologies, Inc. ("Securus") hereby provides notice to the Court that it withdraws its Motion to Dismiss and to Enforce Arbitration [ECF No. 31].¹ Securus also respectfully notifies the Court that it does not intend to file a renewed motion to enforce

¹ Securus recognizes that its Motion to Dismiss and to Enforce Arbitration [ECF No. 31] was denied without prejudice [ECF No. 64], but to the extent applicable, and in light of the Court's denial *without prejudice*, files this Notice in an abundance of caution. Securus intends to file its Answer and Affirmative Defenses promptly.

arbitration² with respect to Plaintiff's Complaint [ECF No. 1], as contemplated by the Court's December 18, 2023 Order [ECF No. 70].

Respectfully submitted,

PLUNKETT COONEY

Dated: 1/12/24

/s/Rhonda R. Stowers
RHONDA R. STOWERS (P64083)
Attorney for Defendant Securus
111 E. Court St., Ste. 1B
Flint, MI 48502
(810) 342-7003
rstowers@plunkettcooney.com

PROOF OF SERVICE

Angie McGrath states that on the 12th day of January, 2024, she did cause to be served a copy of the attached pleading to all attorneys of record at their respective addresses, via email transmission of notification from the Court's electronic filing system to their registered email address. I declare under penalty of perjury that the above statement is true to the best of my knowledge, information and belief.

/s/Angie McGrath

Angie McGrath

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² Securus does not waive and expressly preserves all other rights available to it under the Securus Service Terms and Conditions, including but not limited to those provisions set forth in the section entitled Dispute Resolution & Arbitration Agreement not relating to the requirement of an arbitration forum.